

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

MICROSOFT CORPORATION, a  
Washington corporation,  
  
Plaintiff,  
  
v.  
  
DR. KAI-FU LEE and GOOGLE INC., a  
Delaware corporation,  
  
Defendants.

No. 05-2-23561-6 SEA

ORDER GRANTING IN PART  
PLAINTIFF'S MOTION FOR  
TEMPORARY RESTRAINING  
ORDER

THIS MATTER came on for hearing before this Court upon Plaintiff's Motion for a Temporary Restraining Order. Defendants Dr. Kai-Fu Lee and Google Inc. were provided with formal notice of this hearing.

Having considered Plaintiff's motion and all pleadings submitted in support of and in opposition to the motion, including three documents submitted by Plaintiff and reviewed in-camera<sup>1</sup>, as well as the arguments of counsel for the parties, the Court is satisfied that Plaintiff has established a clear legal or equitable right; a well-grounded fear

<sup>1</sup> Plaintiff has requested that the three documents be maintained under seal as it would be untenable to be required to disclose confidential or proprietary information or trade secrets in order to protect them. Plaintiff must file a motion to seal the documents setting forth the basis for the request. Defendant has not objected to the documents being filed under seal. Due to the pressing nature of this action, the court has reserved ruling on this request in order to provide third parties the opportunity to be heard. The court anticipates ruling on the motion to seal the three documents pursuant to the *Ishikawa* factors on or before August 2, 2005.

1 of immediate invasion of that right and that the acts complained of will result in actual and  
2 substantial injury to Plaintiff; and that the equities dictate that a temporary restraining  
3 order, in substantially the form requested, should be entered. Now, therefore, it is hereby

4 **ORDERED** that, pending the below-scheduled hearing (even if such hearing is  
5 continued), Defendants Dr. Kai-Fu Lee and Google Inc. are hereby temporarily restrained  
6 and enjoined as follows:

- 7 1) Defendant Dr. Lee is enjoined from accepting employment  
8 competitive with or engaging in any activities competitive with  
9 any product, service or project (including actual or demonstrably  
10 anticipated research or development) on which he worked while  
11 employed at Microsoft, including but not limited to accepting  
12 employment or engaging in activities related to (a) computer  
13 search technologies, including but not limited to internet search  
14 engines, desktop search technologies and any other search  
15 technologies, (b) natural language processing or speech  
16 technologies, or (c) business strategies, planning, or development  
17 with respect to the Chinese market for computer search  
18 technologies;  
19
- 20 2) Defendant Google Inc. is enjoined from employing Dr. Lee for or  
21 otherwise engaging him in any activities competitive with any  
22 product, service or project (including actual or demonstrably  
23 anticipated research or development) on which he worked while  
24 employed at Microsoft, including but not limited to accepting  
25 employment or engaging in activities related to (a) computer  
search technologies, including but not limited to internet search  
engines, desktop search technologies and any other search  
technologies, (b) natural language processing or speech  
technologies, or (c) business strategies, planning, or development  
with respect to the Chinese market for computer search  
technologies;
- 3) Defendants Dr. Lee and Google Inc., or any person or entity acting  
in concert with either of them, are enjoined from disclosing or  
misappropriating for their own use or benefit, any trade secrets or  
other confidential or proprietary information of Microsoft obtained  
in connection with Dr. Lee's work for Plaintiff. "Confidential or  
proprietary information or trade secrets" means all data and  
information in whatever form, tangible or intangible, that is not  
generally known to the public and that relates to the business,

1 technology, practices, products, marketing, sales, services,  
2 finances, or legal affairs of Microsoft . . ., including without  
3 limitation: information about actual or prospective customers,  
4 suppliers and business partners; business, sales, marketing,  
5 technical, financial and legal plans, proposals and projections;  
6 concepts, techniques, processes, methods, systems, designs,  
7 programs, code, formulas, research, experimental work and work  
8 in progress;

9 4) Defendant Dr. Lee is enjoined from soliciting, encouraging, or  
10 attempting to induce employees of Microsoft or its subsidiaries to  
11 terminate their employment to work for any other entity, including  
12 Google Inc.;

13 5) Defendants are required to return to Plaintiff's counsel within 24  
14 hours all property, documents, files, reports, and/or other materials,  
15 if any, that Defendants have in their possession, custody, or control  
16 that were obtained from Plaintiff in connection with Dr. Lee's  
17 work for Plaintiff; and

18 6) Plaintiff and Defendants are enjoined from destroying any  
19 documents or files of any kind, whether in written or electronic  
20 form, that relate in any way to Microsoft and Google Inc.'s  
21 employment of Dr. Lee.

22 **IT IS FURTHER ORDERED** that Plaintiff shall post security in the amount of  
23 \$1,000,000.00 for the payment of Defendants' costs and damages that may be incurred in  
24 the event Defendants are found to be wrongfully enjoined or restrained by this order, and  
25 such security shall be posted not later than August 2, 2005.

**IT IS FURTHER ORDERED** that Defendants shall appear before Judge Steven  
González of the King County Superior Court on the 6th day of September, 2005, at 9:00  
a.m., to show cause, if any, why a preliminary injunction should not be entered for the  
pendency of this lawsuit including, but not limited to, the relief set forth above.

DONE IN OPEN COURT this 28th day of July, 2005.

/S/\_\_\_\_\_  
JUDGE STEVEN GONZALEZ